

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

FILED

2013 JAN 17 P 1:15

WAI FENG TRADING CO. LTD. and
EASTERN FOUNDRY & FITTINGS INC.

DISTRICT COURT
DISTRICT OF RHODE ISLAND

Plaintiffs,

vs.

C.A. No.:

QUICK FITTING, INC.

CA 13- 033 S

Defendant.

COMPLAINT

Plaintiffs, Wai Feng Trading Co. Ltd. and Eastern Foundry & Fittings Inc., by and through their undersigned counsel, as a for its Complaint against defendant Quick Fitting, Inc., alleges as follows:

Nature of Action

This is an action by Wai Feng Trading Co. Ltd. and Eastern Foundry & Fittings Inc. to recover monies owed on account for goods sold and delivered that remains outstanding despite repeated requests for payment.

The Parties

1. Plaintiffs Wai Feng Trading Co. Ltd. and Eastern Foundry & Fittings Inc. are related corporations duly authorized and existing pursuant to the laws of the Province of Ontario, Canada that are involved in the sale and distribution of plumbing parts and components.

2. Defendant Quick Fitting Inc. is a Rhode Island corporation with its principal office located at 30 Plan Way, Warwick, Rhode Island 02886.

Jurisdiction and Venue

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.

1332(a)(1) in that there is diversity of citizenship between Plaintiffs and Defendant and this is a civil action wherein the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

4. Venue is proper in this Court pursuant to 28 U.S.C. 1391(a) because the defendant resides in this judicial district and because the goods sold were delivered in this judicial district.

Count I

BREACH OF CONTRACT

5. Plaintiffs repeat and reallege each of the foregoing paragraphs as though fully set forth and incorporated herein.

6. On or about February 16, 2010, Plaintiffs and Defendant entered into a License and Supply Agreement (hereinafter "the Agreement") whereby Plaintiff agreed to supply and Defendant agreed to purchase certain finished products as identified in Schedule I of the Agreement.

7. Pursuant to requests of the Defendant, the Plaintiffs shipped plumbing parts and components to the Defendant. Each shipment of items was accompanied by an invoice noting the amount due within thirty (30) days of delivery.

8. As of July 20, 2012, the amount of \$477,661.47 was due and owing from the Defendant to the Plaintiffs on account of goods sold and delivered. That amount remains outstanding despite repeated requests for payment.

9. Upon demand for payment, the Defendant refused to make payment alleging deficiencies in the product delivered.

10. The Defendant failed to respond to Plaintiffs' requests to inspect the goods and failed to provide notice of any deficiencies to Plaintiffs' in a timely manner.

11. The Defendant also failed to return the goods pursuant to the policy stated on the invoice which accompanied the shipment of goods.

Count II

GOODS SOLD AND DELIVERED

12. Plaintiffs repeat and reallege each of the foregoing paragraphs as though fully set forth and incorporated herein.

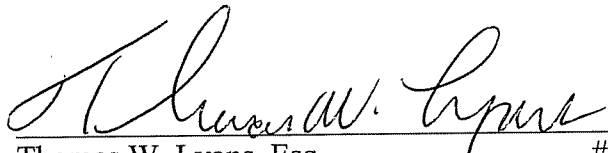
13. Defendant owes Plaintiffs \$477,661.47 for goods sold and delivered by Plaintiffs to Defendant between February 16, 2010 and July 20, 2012.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment in their favor and the following relief:

- (i) Judgment in the amount of no less than \$477,661.47, plus interest at the default rate of 12% per annum, late fees, costs, attorney's fees, and all other amount due and owing on the account, all of which continue to accrue.
- (ii) For such other and further relief as this Court deems just and proper.

Dated: January 15, 2013



Thomas W. Lyons, Esq.

#2946

STRAUSS, FACTOR, LAING & LYONS

One Davol Square, Suite 305

Providence, RI 02903

(401) 456-0700 phone

(401) 421-4730 fax

tlyons@straussfactor.com